

Suspicion, Chaos, and the End of Civilian Rule 1883–1885

Yellowstone National Park's second decade began with great interest by officials in developing the park for the visitor, but no firm concession policy was in place in the Department of the Interior. Within 18 months, three different men held the job of Secretary of the Interior. Because the Department had no real bureaucracy in place and no official had been assigned to the only national park, there was little hope that a concession policy could be formulated. In addition to the changes in Washington, the very able and experienced Superintendent Norris was replaced by the far less competent Iowan P. H. Conger.

This change could not have come at a more inopportune time for the fledgling national park. With the Northern Pacific Railroad tracks drawing closer to the park, accommodations and local transportation facilities were totally inadequate to handle the potentially large increase in the number of visitors. Previously, Secretary of the Interior Carl Schurz had opposed the idea of exclusive privilege or monopoly,¹ but with the political changes in Washington and the obvious need for immediate visitor facilities, the circumstances were right for choosing an easy course.

By 1882, the Secretary's office was receiving numerous applications for hotel leases, including one from a consortium of 10 men, one of who was George Marshall. The application proceeded through the established process: review by the superintendent who made recommendations to the Secretary who replied to the applicants. Secretary Henry Teller's reply to this application indicated "a sincere intention to process the proposed lease in an honest and businesslike

manner," however, the lease application was never processed and soon another monopolistic proposal was before the Department.² This one, which developed into the Yellowstone Park Improvement Company, would set the stage for concession policy well into the twentieth century.

A January 1882 *New York Times* article identified a syndicate of "wealthy gentlemen, more or less intimately connected with the Northern Pacific to build a branch tourist's line...to the heart of the Yellowstone National Park, and erect there a large hotel for the accommodation of visitors." The list of investors included Senator William Windom of Minnesota,³ Northern Pacific Railroad superintendent Carroll Hobart, and other prominent men in the Minnesota-Dakota Territory area. The article stated that the syndicate planned to erect a 500-room hotel with an investment of \$150,000.⁴

The syndicate's proposal did not arrive in the Secretary's office until late July, and its propositions were slightly different than described in the newspaper article:

First: The erection of a first class hotel costing not less than \$100,000 with such additional hotels as the wants of the public may require. Second: The construction and operation of one or more steamboats on the Yellowstone Lake. Third: The establishment of stage lines and livery accommodation for all railroads and other highways reaching the Park to all points of interest within the Park.

Fourth: To supply guides and other facilities necessary to enable visitors to see the wonders of the Yellowstone Park.

Fifth: All employees of the company to be uniformed and render strict discipline; all changes of every kind to be scheduled, published and approved by the Secretary of the Interior; and all extra charges and fees strictly prohibited.⁵

Two of the principals, Hobart and Henry Douglas, also asked for the rights to use local materials in the construction of the boats and buildings, in addition to the use of “refuse and worthless timber” for fuel.⁶

The proposal was personally transmitted to the Department of the Interior by Minnesota Senator William Windom. The Senator followed up with a letter to the Secretary stating that he “will take occasion to see you in regard to this matter in a few days.”

Hobart had already met with the Secretary of the Interior a few days prior to sending the proposal. Thus, Senator Windom’s political influence and Hobart’s personal attention paved the way for a timely acceptance of the proposal by the Department of the Interior.⁷

Within a month of receiving the longer detailed proposal from Secretary Teller, Superintendent Conger replied that despite their highly placed recommendations, “they ask to cover entirely too much ground. The National Park is a great Territory and the day is not distant in my opinion when the franchise they ask will be worth a very large sum of money, besides [*sic*] I believe the Public would be restive were all these privileges granted to a single Party or Corporation.”⁸ However, his negative comments about the proposal were in vain: nearly three weeks before, a contract for a lease was signed in Washington between Assistant Secretary of the Interior Merritt Joslin and Carroll Hobart and Henry Douglas. Because Hobart was operating within a narrow timeframe to complete facilities by the opening of the next travel season, he urged the Secretary to consider his request to use local materials for construction; this was granted.⁹ By the time the snow fell in 1882, they had erected a sawmill, cut needed timber, and begun the foundation for the hotel at Mammoth Hot Springs.¹⁰

The newly signed agreement, which was the epitome of a monopoly, was the beginning of the park’s major concessioner, initially the Yellowstone Park Improvement Company, which was to last almost 100

years. Whether this new venture is considered good, bad, or indifferent, it marked the first organized approach to the needs of the visitor to the park.

Teller’s optimistic view of the contract with the Yellowstone Park Improvement Company was not shared by people in the park nor by General James Brisbin, the new recipient of the contract for steamboat services on Yellowstone Lake.¹¹ Brisbin complained to a Colorado colleague of Secretary Teller that Hobart, Douglas, and their new business partner, Rufus Hatch of New York, “cut under us and have secured the right to put on all the additional steamers required in the next ten years together with all sail boats.” Brisbin went on to state that the agreement with the new syndicate was not between a “sensible and good friend Secy. Teller but from the ‘Associate Secy’ whoever he may be.”¹²

Despite these sentiments, the Yellowstone Park Improvement Company moved ahead with its plans. Carroll Hobart, along with a team of surveyors, engineers, and others, inspected the park in the autumn of 1882. In a strongly worded letter to Secretary Teller, Hobart advised him to request a substantial appropriation of \$500,000 instead of \$75,000 in order to make permanent improvements to the roads and bridges, stating that “a petty annual appropriation may be made for fifty successive years, but it will never develop or improve the Park, because they are exhausted each year for repairs, practically, and simple maintenance and salaries for government employees.” Hobart, who was to become the executive officer of the company in the park, pledged his personal support backed with “facts, figures, and reasonings, either in committee or on the floor of Congress.”¹³

The following year, the Northern Pacific Railroad completed its branch line to Cinnabar, which was within a few miles of the northern boundary of the park. Land acquisition litigation spoiled the railroad’s intention of terminating at Gardiner, a tent town of nearly 200 people and 21 saloons, 5 general merchandise stores, and 6 restaurants. Jubilant officials of the Northern Pacific Railroad marked the completion of the branch line by hosting several tours of the park for important people from both the United States and Europe. Visiting journalists advertised the wonders of the park from London to San Francisco, and newspaper accounts of President Chester Arthur’s trip to the park in 1883 received wide coverage across the country, introducing the park to many.¹⁴

With completion of the terminus at Cinnabar,

railroad officials began discussing extending the rail line to Cooke City on the park's northeastern boundary where the New World mining district was located. Because the most desirable route would traverse the park through the Lamar River Valley, the stage was set for a multi-decade struggle for park protection.

Just after the New Year in 1883, the issue of park concessioner monopolies was debated in Congress. Because of the controversy, Assistant Secretary of the Interior Joslyn sent a modified form of the 1882 lease for the Yellowstone Park Improvement Company to the Senate Committee on Territories. This modified lease denied exclusive privileges to the company but granted them the use of one section (640 acres) of land at Old Faithful Geyser and a half section of land at six other areas in the park at a rent not to exceed two dollars an acre.¹⁵ Former Superintendent Nathaniel P. Langford sent an immediate protest to Senator George Vest, an important supporter of park protection, denouncing the terms of the modified lease as a "practical monopoly of the entire park." He pointed out that such a generous grant of land in the geyser basin and 320 separate acres at the other wonders in the park could prevent "parties from camping out near the springs, and deprive them of one of the greatest pleasures of a trip to the Park, if they liked camp life." Langford informed Senator Vest that when he and others were working on the initial legislation, they gave careful consideration to avoiding this sort of grant by including the term "small parcels of land."¹⁶

In the end, the modified concession lease language was included within the park protection bill that Senator Vest was trying to get through Congress. After one attempt to deny the Secretary of the Interior the right to lease any portion of the park, the bill passed, giving the Secretary the authority to "lease small portions of the ground in the park not exceeding 10 acres in extent for each tract, no such leased land to be within one-quarter of a mile of any of the geysers or of the Yellowstone Falls."¹⁷

On March 9, 1883, Secretary Henry Teller; Carroll Hobart of Fargo, Dakota Territory; Henry Douglas of Fort Yates, Dakota Territory; and Rufus Hatch of New York City signed the modified contract that agreed to the following:

1. two acres, more or less,—Mammoth Hot Springs
2. one and one-half acres, more or less—Old Faithful
3. one and one-half acres, more or less—

Madison River

4. one acre, more or less,—Soda Butte Spring
5. one and one-half acres, more or less,—Tower Falls
6. one and one-half acres, more or less,—Great Falls
7. one acre at Yellowstone Lake
8. no parcel within one quarter mile of geysers or falls
9. build at least a 250 room hotel at Mammoth, necessary outhouses, furniture, bath and ice houses and electric-light machinery for cost of not less than \$150,000.
10. at other locations build hotels or other buildings as approved by Secretary
11. Secretary of Interior allowed to grant other leases of land at other points for same purpose
12. a rental rate of \$2 per year per acre
13. procedure for property in case of lease forfeiture
14. submittal of tariff of charges for approval by Secretary of Interior
15. all employees must obey all park regulations and rules; all employees must wear a uniform or badge to distinguish their employment with company
16. company does not have right to mine or remove any precious mineral, mine coal, cut or remove timber, except as authorized by Secretary; not to injure or destroy game, natural curiosity or wonder of park
17. may not interfere with visitors access to wonders of park
18. may not transfer lease without approval of Secretary
19. no member of Congress shall be admitted to any share or part in agreement or derive any benefit therefrom¹⁸

Within a few months, Secretary Teller approved the plans for the hotel at Mammoth, and, by June, Hobart reported that the hotel "now approaches completion and we are now locating and providing accommodations [*sic*] for the entertainment of tourists at other points throughout the Park." Hobart asked permission to use discarded telegraph lines found along the Northern Pacific Railroad route through the Yellowstone Valley. However, plans had already been approved by the Secretary of War that allowed the Chief Signal Officer to have the discarded lines.¹⁹

In Superintendent Conger's 1883 annual report to the Secretary, he wrote, "There is much dissatisfaction and resentment manifest amongst the people of the Territories, especially amongst those living in the Yellowstone Valley, in the vicinity of the Park, against and with the claims that the 'Yellowstone National Park Improvement Company' asserts, to wit, that this company holds the exclusive right and privilege to do all business of whatever kind or character (aside from that which is done by the Government) within the limits of the Park." Conger's correspondence during the last few months of 1883 reveals that he was also at odds with the company's general manager, Carroll Hobart.²⁰

At the close of 1883, the president of the Yellowstone Park Improvement Company tried to smooth over the bad relations that had developed between Superintendent Conger and Carroll Hobart. In his first annual report to the Secretary of the Interior, Rufus Hatch described the recently completed main portion of the National Hotel, designed by St. Paul, Minnesota architect, L. F. Buffington, as a "graceful and elaborate style of architecture." The 151-room principal building was 414-feet long and 54-feet deep, varied in height from three to four stories, and cost \$140,000. Two wings of 250 feet each would be built when needed, bringing the total cost of the hotel to \$180,000. Hatch reported on the construction of various service buildings at Mammoth and the establishment of hotel camps at Norris, the Upper Geyser Basin, and the Great Falls of the Yellowstone. In anticipation of providing better stagecoach and saddle service in the park, Hatch appealed for more improvements to the roads. Luckily, no accidents occurred during the travel season despite the terrible condition

of the roads. Hatch expressed a negative opinion on the construction of railroads within the park, but did ask for the construction of an assay office at Mammoth Hot Springs, citing the midway location between the Clarks Fork mines and the mines at Emigrant Gulch, Bear Gulch, and Crevice Gulch. He ended his report by reiterating the company's support for strong protective measures of the wonders and game in the park.²¹

A few weeks later, Hatch wrote to Secretary Teller denying the rumor that the Yellowstone Park Improvement Company was constructing a telegraph line from the Cinnabar railroad terminus to Mammoth Hot Springs and on to the Clarks Fork. He did state that his general manager, Carroll Hobart, was instructed to erect poles from Cinnabar to the National Hotel at Mammoth, but no farther.²²

In other actions in 1883, the Wakefield and Hoffman Company received the contract to deliver the U.S. mail between Livingston and Cooke City via Mammoth Hot Springs, resulting in the construction of a mail station on the East Fork of the Yellowstone River. Just before the year ended, the general agent, George Wakefield, requested permission from the Secretary of the Interior to build two more stations along the route and for permission to cut hay for the horses.²³ Wakefield and Hoffman also provided stage service between the Northern Pacific Railroad terminus at Cinnabar, which opened on August 1, and the National Hotel.²⁴

One final development in 1883 involved F. Jay Haynes's application to lease a parcel of land for his photographic studio, which had been delayed due to the pending Congressional legislation concerning the park. In May 1883, Haynes was appointed the official



Haynes Studio on Parade Ground at Fort Yellowstone. Late 19th century.



F. J. Haynes third from left. 1886.

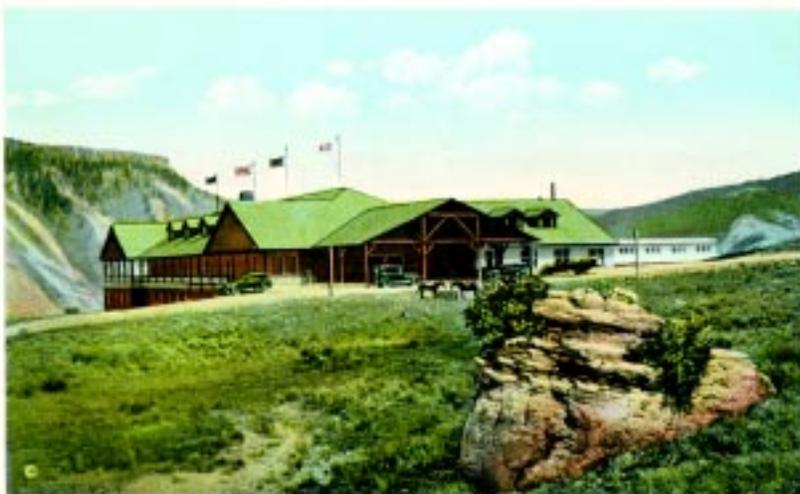
Haynes Postcards

The history of Yellowstone National Park is, in many ways, the history of F. Jay and Jack Haynes, a father and son team of photographers who lived and worked in the park from 1881 through Jack's death in 1962. The elder Haynes, immortalized in the book *Following the Frontier with F. Jay Haynes*, established the family businesses in the park that included photograph sales, picture postcard sales, guidebook sales, souvenir shops, a stagecoach company, a bus company, and a camping company. His years in Yellowstone (1881–1921) are commemorated by the place-name Mount Haynes, located on the Madison River within the park.

F. Jay's son Jack Ellis Haynes, who grew up at Mammoth Hot Springs, took over the family business in 1916 and continued to produce photographs (hundreds

of thousands of them) for the rest of his life. Together the two men marketed and sold Yellowstone to the nation's tourists, so much so that Jack referred to himself as "The Postcard Man." Jack spent nearly all of his seventy-eight years in the park, and as a result became familiarly known to park residents as "Mr. Yellowstone." He worked with Aubrey L. Haines for many years on the large history of the park that Haines later published (and dedicated to Jack) after Jack's death.

The Haynes family postcards, some of which are depicted here, have been discussed in detail in Richard Saunders' book *Glimpses of Wonderland: The Haynes and Their Postcards of Yellowstone National Park* (1997). All postcards are courtesy of the author.

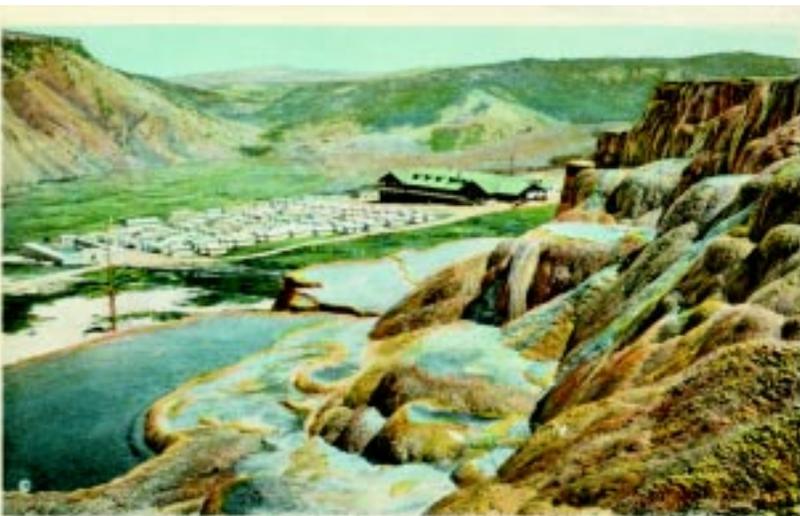


22356. MAMMOTH CAMP MAIN BUILDING, YELLOWSTONE PARK.

HAYNES PHOTO

Mammoth and Gardiner Area

Mammoth Camp main entrance. 1923.

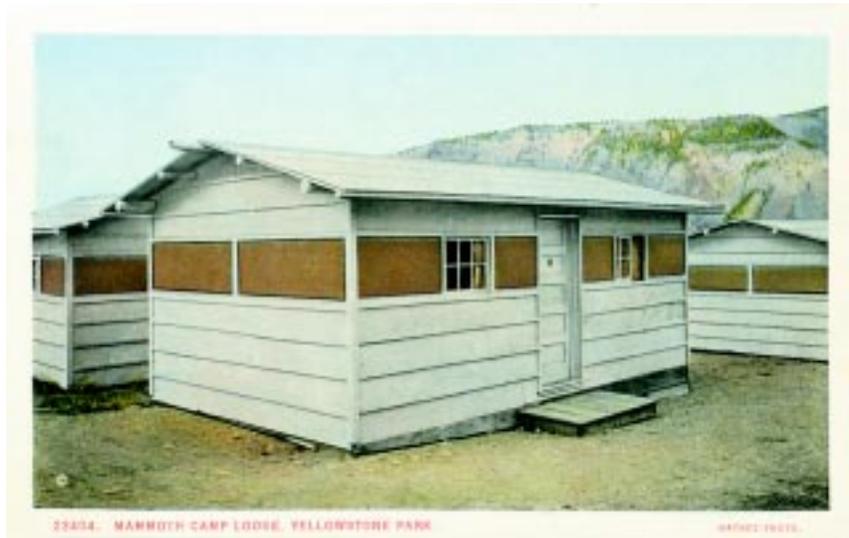


22295. MAMMOTH CAMP FROM JUPITER TERRACE, YELLOWSTONE PARK.

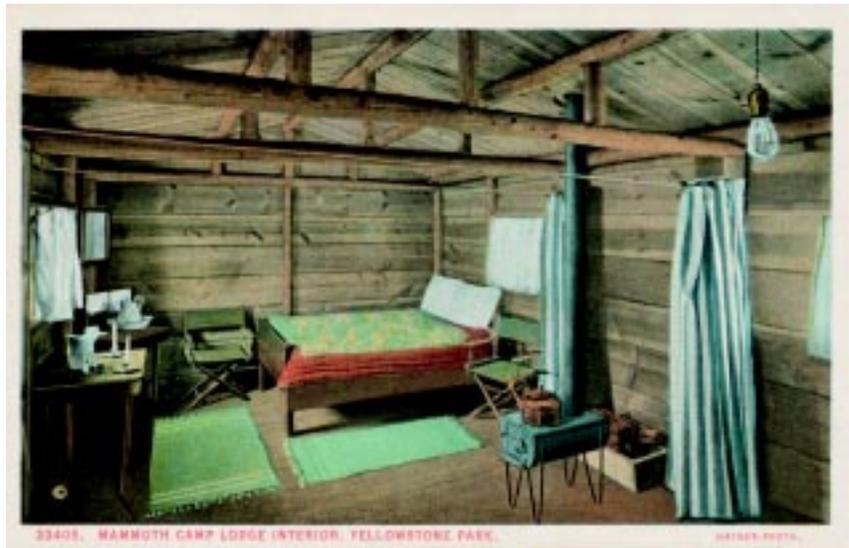
HAYNES PHOTO

Mammoth Camp from Jupiter Terrace. 1923.

Mammoth Camp Lodge cabin. 1923.



Mammoth Camp Lodge cabin interior. 1923.

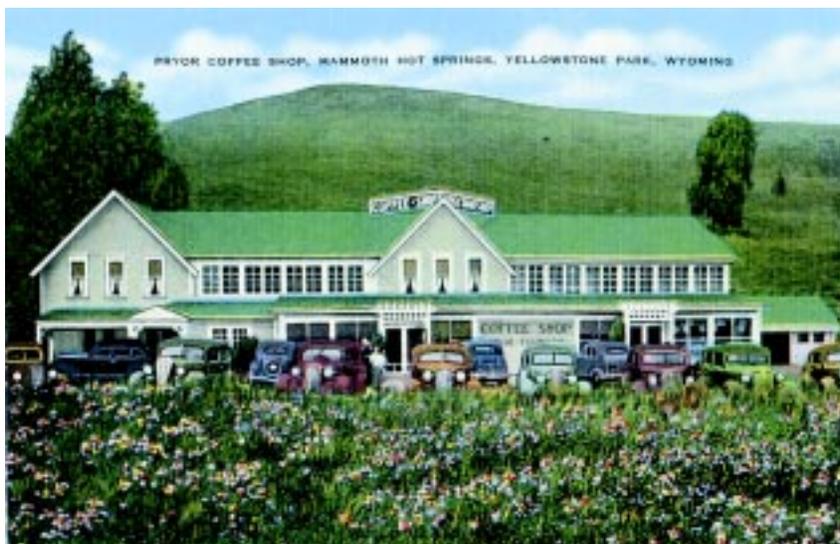


Mammoth Lodge dining room. 1923.





Haynes Studio after relocation to edge of Capitol Hill. ca. 1934.



Pryor Coffee Shop (Park Curio Shop) at Mammoth Hot Springs. ca. 1930s.



Northern Pacific Station, Gardiner, Montana, at Northern Entrance to Yellowstone. ca. 1910.

Canyon Area

Canyon Hotel. 1913.



*Canyon Hotel dining room.
ca. 1911.*



*Canyon Hotel lounge staircase.
ca. 1911.*





Canyon Hotel lounge. ca. 1910.



Canyon Hotel lounge. 1936.

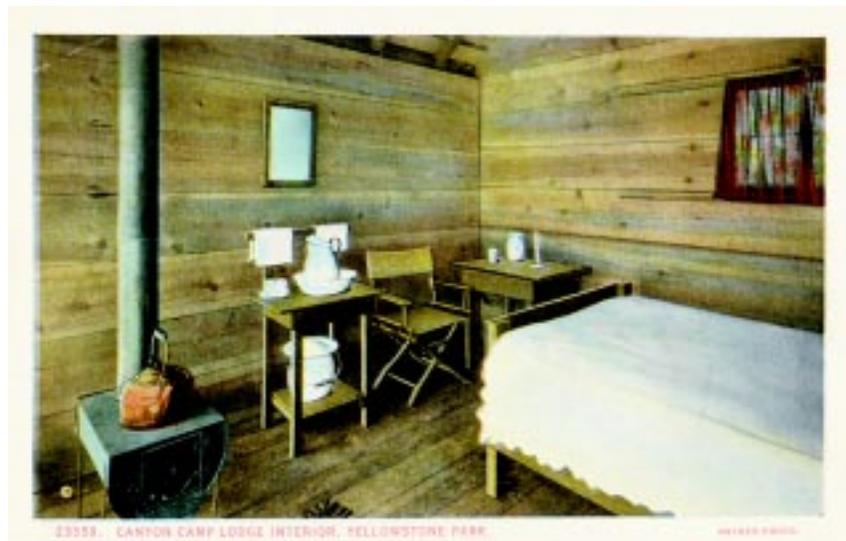


Canyon Lodge. 1935.

Canyon Lodge lounge. 1929.



Canyon Lodge cabin interior. 1923.



Old Faithful Area

Old Faithful Inn. 1938.

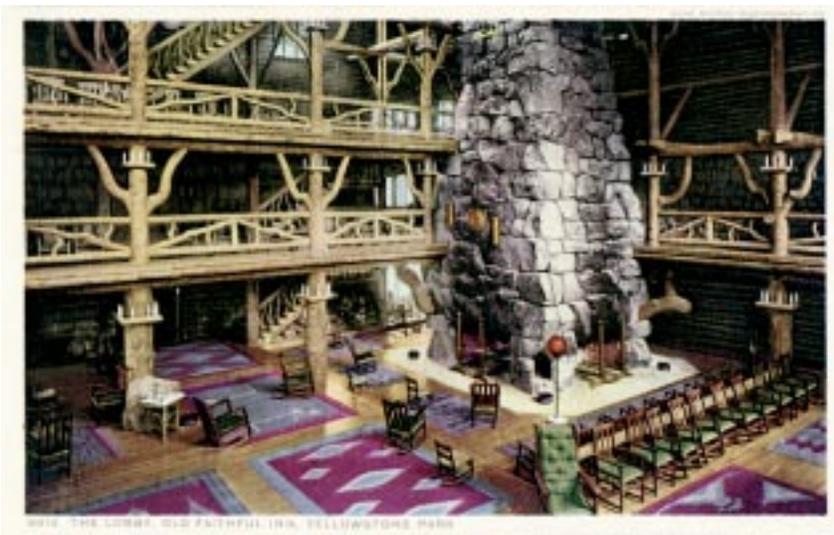




Old Faithful Inn dining room. 1923.



Old Faithful Inn "Bear Pit." 1936.

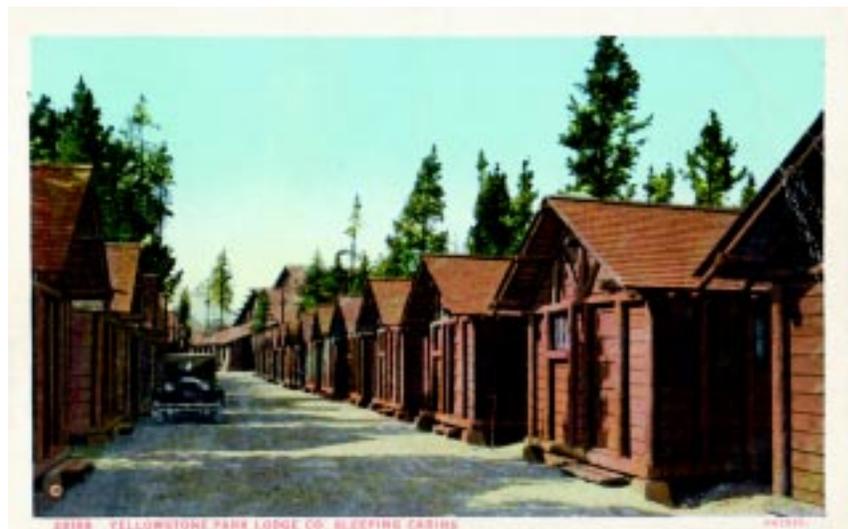


Old Faithful Inn lobby. ca. 1904.

*Geyser Water swimming pool—
Old Faithful. 1934.*

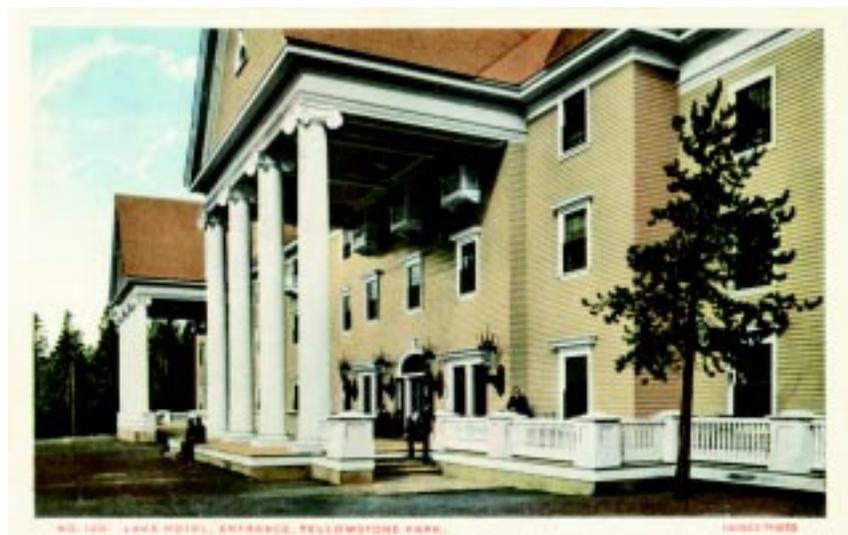


*Old Faithful Lodge sleeping
cabins. 1928.*



Lake and East Entrance Area

Lake Hotel. ca. 1905.

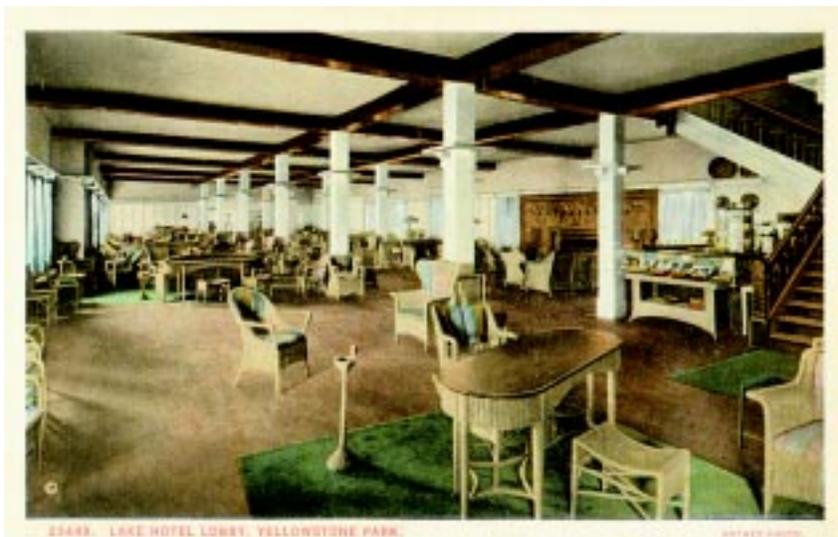




Lake Hotel dining room. ca. 1900.



Lake Hotel dining room. 1925.



Lake Hotel lobby. 1923.

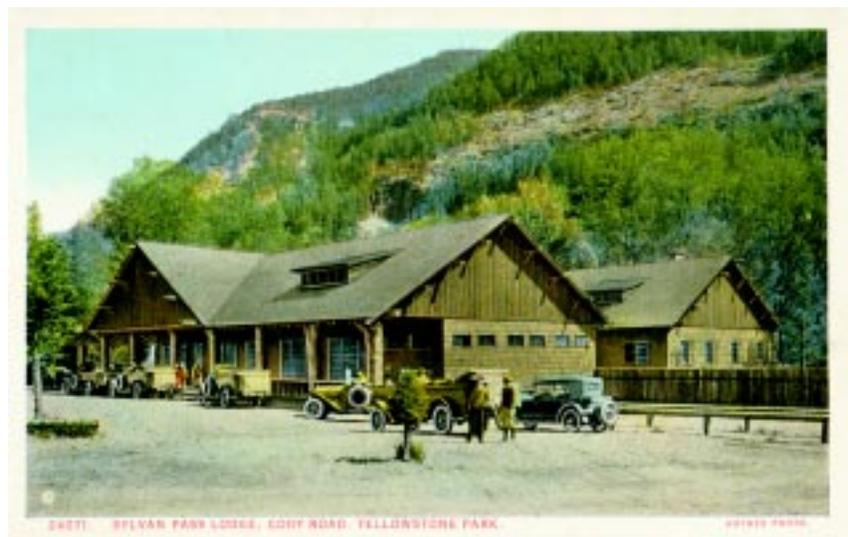
Lake Lodge. 1929.



*Sylvan Lunch Station on
Cody road. ca. 1925.*



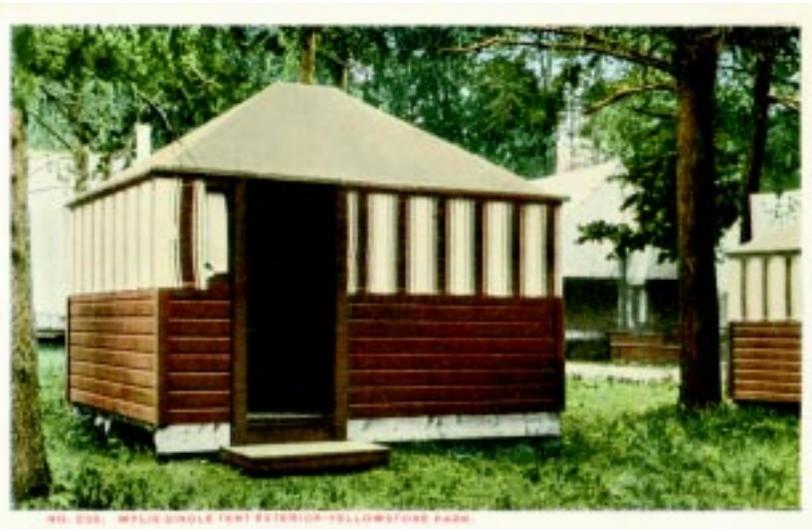
*Sylvan Park Lodge on
Cody road. 1924.*



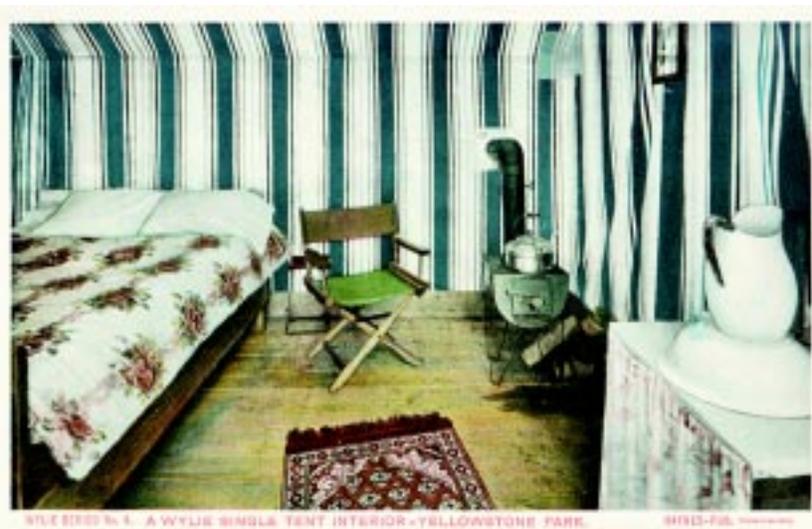
Wylie Tent Camps



Wylie Camp. ca. 1910.



Wylie Camp single tent cabin. n.d.



Wylie Camp single tent cabin interior. 1912.

Wylie two-compartment tent interior. 1912.



Wylie dining tent interior. 1912.



photographer and Superintendent of the Art Department for the Yellowstone Park Improvement Company with headquarters at Mammoth Hot Springs.²⁵

Chaos reigned in 1884. Suspicions about Yellowstone Park Improvement Company's "steal" of the park were rampant in the Yellowstone area, the company went through a financial crisis, there was a general state of bad feelings among residents of the park, and Superintendent Conger was relieved of his job.²⁶

Early in the year, Secretary Teller sent Superintendent Conger a strongly worded letter stating, "I call your attention to the fact that no parties have been granted exclusive privileges, as such grants are not only contrary to law and contrary to the express terms, of their lease or permitted. It is not the policy of the government to fill the Park with settlers, but to allow a sufficient number of hotels to be established to accommodate the visiting public." Teller also warned Conger to take prompt action against the hotel company or any others that grazed more than the needed cows or horses on park lands.²⁷

In January 1884, the Department of the Interior granted G. W. Marshall a lease for four acres of ground at the site of the Marshall Hotel, and Marshall responded to Teller with plans for new buildings. In the meantime, Superintendent Conger complained to Teller that he "ordered Marshall to vacate his house at the Fire Hole Basin...for the reason of his outrageous treatment of tourists." Conger added that "he refused to be governed by the rules and orders...and always has treated the same with contempt...Marshall is a bad man and I do not believe a respectable man can be found in this section who is acquainted with him that would believe him under oath."²⁸ Unfortunately, the controversy with G. W. Marshall continued. Plans for the Marshall Hotel and the cutting of timber for its construction as well as the unauthorized removal of his buildings to a new site were not resolved. An additional disagreement between Marshall and the Yellowstone Park Improvement Company about the erection of its tent camps also flared later in the year.²⁹

In March 1884, F. Jay Haynes received a 10-year lease, which allowed him eight acres of land at the Upper Geyser Basin and permission to erect any needed building or buildings for the purpose of preparing photographic views and selling them to tourists. The lease contained the same provisions as the earlier leases issued with regard to cutting of timber, approval of rates, and hiring reputable employees. In

July, Haynes's rates for sales of his photographs were accepted.³⁰ In October, Haynes received permission to split his approved eight-acre lease into four acres at the Upper Geyser Basin and four acres at Mammoth Hot Springs.³¹

In April 1884, Secretary Teller granted John L. Yancey a 10-year lease to operate his Pleasant Valley Mail Station near the route to the Clarks Fork mines despite the fact that Yancey had been accused of killing park game a few months earlier.³² Previously, Yancey had been given verbal permission to operate a hotel in 1882, but no formal lease had ever been granted. The 10-acre tract was established with his facility as the center point.³³

In 1882 when Yancey first approached the Superintendent about erecting a mail station, Superintendent Conger had given him verbal permission to erect two other mail stops, one to George Jackson for a stop 12 miles east of Yancey's and another one to Billy Jump for a stop at Soda Butte. During the autumn of 1883, Conger took over the mail station at Soda Butte from Mr. Jump for use as a government station for his assistant.³⁴

Another long-time resident, C. J. Baronett, and his new partner, J. W. Ponsford, asked for a lease to use his old toll bridge which spanned the Yellowstone River on the Cooke City route. According to Baronett, he had the support of generals Philip Sheridan, William Sherman, and Delos Sackett as well as President Chester Arthur for receiving a lease or credit for his contribution of the bridge. In fact, General Sheridan called it "a great public benefit" in his letter of endorsement for Baronett's lease to the Secretary of the Interior.³⁵ However, nothing transpired in 1884 to aid Baronett.

Despite "opening" the National Hotel and several tent camps during 1883, the Yellowstone Park Improvement Company began 1884 in financial trouble. The company found it harder to attract investors due to the restrictive 1883 lease of 10 acres rather than the more generous terms of 4,400 acres envisioned by Hatch, Hobart, and Douglas. Consequently, the company found itself in debt for almost \$85,000 and unable to make its payroll or pay off its creditors.³⁶

Livingston businessman George Carver filed a lien and legally attached the company's sawmill, a herd of horses, and 180 head of cattle. President Rufus Hatch filed for bankruptcy, and a Livingston banker,

A. L. Love, was appointed receiver. Unhappy with Hatch and the turn of events, Hobart and Douglas (the other two signatories to the lease) managed to have another, more favorable receiver chosen through the Federal District Court in Wyoming Territory; George Hulme was selected to be the legitimate receiver.³⁷ Hulme directed the affairs of the Yellowstone Park Improvement Company through 1884 and 1885 with the assistance of the resident manager, Carroll Hobart. Further problems developed when some of the construction workers building the National Hotel staged a sit-down strike, demanding their long overdue wages and defending themselves with rifles.

With the completion of the Northern Pacific Railroad's branch line to Cinnabar in August 1883, record numbers of visitors were expected for the 1884 travel season and the hotel strike posed a major problem for the hotel company. Until the strike was settled, the Yellowstone Park Improvement Company provided arriving tourists with free lodging in three sleeping cars and a hotel car at the Cinnabar terminus; meals were offered for 75 cents. The company erected large hotel boarding tents at Norris, the Lower Firehole Geyser Basin, and the Upper Geyser Basin, which were rumored to have been provided by the Northern Pacific Railroad. The erection of these tents in the Lower Firehole Geyser Basin caused Marshall and Henderson to complain of "impingement of their rights under their Lease" and asked the assistant superintendent to take the tents down.³⁸

The Improvement Company's General Manager and Vice President Carroll Hobart apologized to Secretary of the Interior Teller for all of the problems, but pointed out that "it is impossible, in a country so far removed from law and order, to organize and have everything work as perfectly as it would in less remote portions of the country." He called many of the strikers "unscrupulous," and hoped the Secretary would be as "patient as possible under these trying circumstances."³⁹ A settlement was finally reached in late June, in large part due to receiver George Hulme's efforts. The hotel formally opened to visitors on July 4, 1884.

After struggling to open the Mammoth hotel, Hobart faced another problem with Superintendent Conger who forbade the company's use of the hot springs for the bathhouses. Conger drove off the men repairing the pipes and confiscated the tents belonging to the company.⁴⁰ Shortly thereafter, Conger requested that the company close the tent camp at the

East Fork of the Firehole River, but he was immediately overruled by the Department of the Interior.⁴¹

In August, Hobart received permission to alter the location of the lease at the Lower Geyser Basin to the following:

Beginning at a point one hundred feet North of the end of the foot bridge across the East Fork of Fire Hole River, near the Government buildings, thence East 100 feet, thence North 200 feet, thence West 812 feet, thence East 212 feet to the place of beginning, containing one and one-half acres.⁴²

In November, Hobart submitted a more definite description for the 1.5 acre site at the Upper Geyser Basin:

Commencing at a hub twenty-five feet west of Crystal Creek [present Myriad Creek], at the intersection of the bluff, thirteen hundred and twenty feet from Old Faithful Geyser, thence, running east two hundred and fifty-five and six-tenths feet, thence south two hundred and fifty-five and six-tenths feet, thence west two hundred and fifty-five and six-tenths feet, thence north two hundred and fifty-five and six-tenths feet to the place of beginning. Containing about 1½ acres.⁴³

A new superintendent, Robert C. Carpenter, arrived in the park late in the 1884 season. In his brief report to Secretary Teller, he expressed a concern for the numbers of settlers who lived in the park without lease or permit. He thought the upcoming cold winter weather would drive some of them from the park, but the long-time residents would pose another problem.⁴⁴

Superintendent Carpenter was particularly concerned about J. C. McCartney's group of buildings within the northern boundary near Gardiner. In addition to McCartney's holdings at Mammoth Hot Springs, he had built four small houses, one of which was a saloon, and a large barn used as a livery and feed stable, and he had fenced 80 acres. Carpenter, who called McCartney "the boldest and most conspicuous trespasser now within the limits of the Park," knew that because McCartney's site was in Montana Territory, Wyoming officials could not enforce any legal action. Consequently, Carpenter needed permission to remove McCartney using his assistants or officers of

the park or, if necessary, soldiers from the nearest military post. Carpenter very astutely discussed law and order on the frontier in his report to Secretary Teller, "Of one thing I am convinced and that is that if I cannot summarily deal with the men who thus openly defy the authority of the Government, it will be impossible to enforce the laws in the Park against offenders who are less conspicuous."⁴⁵

In the beginning of 1885, Carroll Hobart began putting the Yellowstone Park Improvement Company's different leases in order. He submitted plans for the construction of a hotel at the Upper Geyser Basin estimating the total construction cost at about \$20,000, and he received approval for a corrected survey and hotel plans for the facility at the Great Falls of the Yellowstone and for a corrected survey for the lease at the Norris Geyser Basin.⁴⁶ Shortly after the new lease was signed, Acting Secretary of the Interior H. Muldrow asked the Superintendent to make sure the company buildings were located on the correct tracts identified in the lease.

By summer creditors began seeking payment for goods and services provided to the bankrupt Yellowstone National Park Improvement Company.⁴⁷

In September, Hobart reported that the company had used 173,000 feet of lumber in the construction of the hotel at the Upper Geyser Basin. He projected the completion of the hotels at Canyon and Lake by June 1, 1886.⁴⁸

Unfortunately, the park hotels did not receive favorable publicity. One letter the Department received described the hotel accommodations as "insufficient, unsuitable and managed in such a way as to make it unfit for any but very strong persons to subject themselves to the discomfort and possible danger of occupying them."⁴⁹ Upon receiving several complaints about the condition of the hotels, George Hulme, the receiver for the Yellowstone Park Improvement Company sent C. V. Sims from New York City to Yellowstone to report on all the affairs of the company. As a result of Sims's report, the receiver George Hulme felt Carroll Hobart should be removed as company manager in the park, citing the fact that Hobart had failed to get a functioning organization together during the previous two years. Mr. Hulme also was uneasy because the buildings were not insurable during the transition from one company to another.⁵⁰

The following week, the new Secretary of the Interior, Lucius Lamar, received a petition from Rufus Hatch that supported the removal of Hobart but did

not support the sale of the property. Hatch believed that new management would turn the business around and soon produce enough of a profit to satisfy the creditors. He also believed that under the terms of the 1883 lease, the government could not legally sell the property without the approval of the Secretary of the Interior.⁵¹

In mid-November, Hulme wrote to Secretary Lamar requesting that no new leases for hotels be approved. He based his request upon his new re-organization plan, which specified that new management would go into effect on December 23. He pointed out that if the new leases were granted, the property of the Improvement Company "will be practically valueless and the creditors of the Company will suffer a serious loss."⁵²

The day prior to the new management taking effect, the acting Secretary of the Interior sent a letter to the Improvement Company attorney, John Newton, stating that "no assurance was given you at that interim further than to the effect that when the Improvement Company could satisfy the Department that it was in a condition to carry out the terms of its lease the question as to the desired extension of time would be considered." But more important, the Acting Secretary informed him that "the Department has been urged to take early action upon an application of Mr. Frederick Billings and others for a lease of ground for



Upper Geyser Basin Hotel. 1889.

hotel purposes in the Park.” He did allow Mr. Newton to make an appointment in Washington to present the views of the Improvement Company.⁵³

The Department was also dealing with other concessioners’ requests that year. On February 1, 1885, a request for a 10-year lease for 10 acres at Mammoth was received at the Department of the Interior. The plans were submitted by Eva Mary Errett proposing construction of the Cottage Hotel. Five days later, J. A. Clark requested a 10-year lease to construct the Cottage Hotel.⁵⁴ Then, on April 2, Walter and Helen Henderson applied for a lease modification at Mammoth Hot Springs that was clearly intended to allow construction of a hotel, the Cottage Hotel. The application was accompanied by the endorsement of five assistant superintendents—and J. A. Clark! Within three months, three people had applied for separate leases to construct the same hotel.⁵⁵ And, on the day that the Hendersons sent in their request for approval of the hotel rates, Mr. Clark also sent in a request for approval of rates adding that he had “consulted other parties engaged in the same business and equally interested in making prices as low as is compatible with the comfort, economy and safety of visitors and a reasonable compensation to them and they concur in the reasonableness of the charges.”⁵⁶

Before the hotel was constructed, Clark had sought permission from Lt. Dan Kingman, the Army Corps of Engineers officer in charge of road construction, to use the government sawmill for two or three days to cut his timber for his Cottage Hotel and livery

stable. Kingman denied approval on the grounds that it was government property and not for the free use of private parties. However, Kingman knew that Clark held a valid lease at Mammoth Hot Springs and feared that if he were denied the use of the sawmill, he would erect a “building of rough logs and mud, and it will be an eyesore, and will disfigure the Park.” Thus, he recommended that Clark and any future users furnish the Engineers with a complete bill of lumber required and attach a certified check for the cost.⁵⁷

As a final problem, when F. Jay Haynes arrived for the 1885 season, he found that Clark’s lease overlapped with his lease. But, before Superintendent Carpenter arrived in the park for the 1885 season, Clark selected another site, began building a house, and then applied to the Secretary for his approval.⁵⁸ In addition to the problem of Clark’s tract overlapping Haynes’s tract of land, Arnold Hague of the United States Geological Survey (and a strong protector of the park’s resources) objected to Clark’s site for his hotel. Hague opposed Clark’s use of the broad terrace in front of the National Hotel asserting that it should be “kept free, and which every person interested in the Park, would be sorry to see occupied.” He also wrote to Clark “You will show yourself open to serious criticism if you do not locate your place where it was intended you should be.”⁵⁹

It is apparent that Hague had long been in a position that allowed him to at least unofficially review leases and recommend approvals. When Clark’s lease first came before Secretary Teller, Hague told the Sec-



Cottage Hotel. 1888.

retary that “injury would be done to the springs and natural curiosities by leasing more grounds upon the broad open terraces.” Teller and Clark agreed that the lease should be placed northeast of Capitol Hill.⁶⁰

By the end of 1885, Clark had moved his recently constructed buildings at the Department’s request. However, by that time, the new Superintendent, David Wear (who was appointed in July 1885), remarked to Secretary Lamar, “Had I known as much of Clark at the time as I do now I would not have recommended that he be granted a lease in the Park.” These feelings correspond to those of Army Corps of Engineers Lt. Dan Kingman.⁶¹

The Hendersons began construction of the Cottage Hotel in August 1885 and the first wing of the hotel was near completion by November. (An additional wing would be built later as needed.) The three-story hotel was 40 by 36 feet with a two-story veranda 10 feet wide, stretching across the front and the east elevation for 70 feet. The rustic log hotel was set on a wooden foundation. Upon its completion in November 1885, the hotel was described by owner G.L. Henderson in the *Livingston Enterprise*, “three stories high, built of round, peeled logs but very finely finished, [it] is an imposing as well as unique structure.”⁶²

Hague continued to pressure the Department of the Interior about the kinds and numbers of leases being awarded in the park. His letter to Secretary Lamar in June 1885 represents the first comprehensive overview of how best to protect the park from frivolous leases. Basing his premise that “successful management of the Park largely depended [*sic*] upon the nature of the leases and the character and standing of the persons to whom such leases are granted,” Hague suggested a full investigation into the condition of the of the leases and leased lands with recommendations for future transactions. Hague believed the Interior Department should consider awarding leases for stage lines between the hotel areas, licenses for “pack-trains and outfits for the accommodation of those who wish to leave the beaten tracks and camp out in the mountains,” and leases for stables, storehouses, and stores. Hague felt that if fewer leases were granted, it would be easier to manage them and that would benefit visitors.⁶³

The following month Superintendent Wear made his own inspection of the park and reported to Secretary Lamar, “I regret to say that I find nearly every building is erected on ground not embraced in the

leased lots or parcels of land, [and] especially is this so at the Upper Geyser Basin.” Wear confronted Carroll Hobart about the placement of his hotel within 300 yards of Old Faithful. Hobart claimed it to be on the legal tract, but was not able to produce documents to prove that. Wear learned from Henderson and his son-in-law, Henry Klamer, that they were seeking an addition of six acres to their initial lease in order for their buildings to be located on a legal tract.⁶⁴

Growing pressure for reform led the Department of the Interior to appoint Special Agent William Hallett Phillips to investigate the state of affairs in the park. After spending six weeks in the park, Phillips’s report first attacked the lack of Congressional attention to providing sufficient governing authority for such an important area and then outlined the conflicts of the existing territorial jurisdictions.

Phillips opposed the unrelenting pressure on the Department to allow the building of a railroad to the Cooke City Mines. Back in 1884, Secretary of the Interior Teller had not opposed Senate Bill No. 1373, which granted a right-of-way to the Cinnabar and Clarks Fork Railroad. In a letter to Senator George Vest, Teller wrote that the railroad would not “detract from the beauty or grandeur nor would it interfere with the operations of the park to a greater extent than the wagon teams by means of which communications between the points named is now carried out.”⁶⁵

Phillips, however, stated in his report, “A railroad through the Park would go far to destroy the beauty and besides is not demanded by the public.” He added, “If there is one subject which should be kept in view more than any other, it is that of preserving the Park as much as possible in a state of nature.” Phillips reported to Secretary Lamar that “your predecessors have granted a number of leases in various portions of the Park. It is now plain that many of such leases were granted to unfit persons and at locations where they should never have been granted.” He called upon the Department to use the “discretion conferred by the Act...sparingly...” in the granting of leases. Phillips was against the hotel owners also having the transportation privileges and the right to operate stores. He recommended that the Department award store privileges at Mammoth Hot Springs and at one of the geyser basins.

Phillips found the Yellowstone Park Improvement Company to have abused its right to two acres at Mammoth Hot Springs by scattering buildings across almost 40 acres. He found conditions in the “half-



National Hotel, Mammoth Hot Springs. After 1884.

finished” National Hotel unsanitary and the bathhouse was an “eye-sore” and recommended removal. Phillips believed the company had no regard for the preservation of natural objects of interest. He recommended the company confine its activities to the leased tract.⁶⁶

Special Agent Phillips recognized that the Henderson’s lease overlapped the Improvement Company’s existing tract, and he recommended that Henderson be awarded the land in question. He acknowledged the substantial hotel being erected by the Hendersons but suggested that they remove the “unsightly buildings on or near his [Henderson] lease.”⁶⁷

Phillips discussed the problem of James A. Clark’s lease overlapping that of F. Jay Haynes’s and agreed with Arnold Hague that Clark should never have been given a lease. However, he did think that a modification to the lease could solve the problem, but wanted Clark to remove the bathhouse at once. He found F. Jay Haynes to be the only lessee at Mammoth Hot Springs to have his affairs in order.

At Norris Geyser Basin, Phillips found that the tents erected by the Improvement Company were not on its designated land assignment. Because the lease required hotel construction in a reasonable amount of time and because no buildings had been erected on the site, Phillips called for forfeiture of the lease.⁶⁸

In the Lower Geyser Basin, Phillips again found a conflict between legal descriptions and the improvement sites. He noted that George Marshall had been

allowed four acres of land, however, he had never built on that land, but built across the river. He called the hotel “unsatisfactory” and recommended changes and improvements be made to the hotel as well as clearing up the legal tracts.⁶⁹

Phillips found Hobart’s “undressed pine slab” hotel at the Lower Geyser Basin, which had cost \$450, to be no more than a “shanty.” Since Hobart did not have a lease in the Lower Geyser Basin, Phillips recommended that Superintendent Wear have it removed. He found Hobart’s half-built hotel in the Upper Geyser Basin not located on the correct tract and within a quarter of a mile of the geysers; however, he found “the site itself a suitable one for a hotel.” Phillips described the Upper Geyser Basin hotel as having a “very unsubstantial character and the accommodations for guests inadequate.” He decided to leave that matter to the Secretary of the Interior, but suggested that the Company submit plans for a hotel building by December 1 for consideration.⁷⁰

He found no problem with F. Jay Haynes’s lease. He did find “a number of squalid buildings at the Upper Geyser Basin, erected without authority of law, which should be at once removed.”⁷¹

Phillips found that there had been no building improvements at the Grand Canyon of the Yellowstone, even though the Improvement Company held a valid lease. However, about one mile from the leased land, the company had erected a number of tents with 21 beds. Phillips believed that the company had had

sufficient time to meet the terms of its lease, which called for a hotel. He believed the company should be granted a 1.5 acre lease on the site on the tents. He strongly believed that no buildings should be put at Point Lookout as “it is too near the finest portion of the Grand Canon, and buildings erected on the ground leased would greatly mar the beauty and grandeur of the scene.” He recommended that no lease be granted in the immediate vicinity of the Grand Canyon.⁷²

Phillips called for the forfeiture of the other leases that the Improvement Company held at Soda Butte Springs and at Yellowstone Lake. The company had already exchanged its 1883 rights to Tower Fall and the south bank of the Madison River for the Lower Geyser Basin and Norris Geyser Basin tracts. Phillips suggested that in the future all leases in the park should specify the schedule for completion of improvements.⁷³

Phillips recommended that the 1882 boating privilege given James Brisbin be revoked because Brisbin had not put a steam vessel on Yellowstone Lake. He also recommended revoking Mrs. E. McGowan’s 1884 grant to complete a telegraph line from Cinnabar to Cooke City as because only a few poles had been erected by 1885.⁷⁴

Phillips made the following recommendations on new applications:

Elwood Hofer—Calling Hofer the “leading guide and out-fitter in the Park,” Phillips highly recommended that Hofer receive a lease. He called him a man of “high character and in a very way worthy of the confidence in the Department.”

Hofer’s lease was for two acres at Mammoth on which he could erect a stable and corral.

Wakefield and Hoffman—Phillips found these men to be of “high financial” standing and recommended a lease of one acre be given for the erection of a stable and corral at each of the geyser basins, at Lake, and at the Falls. He recommended that they should also be allowed the privilege of cutting hay and grass at each point in amounts designated by the Department. Phillips acknowledged the relationship the firm had with the Improvement Company for use of the stable and corral at Mammoth Hot Springs. The companies had jointly built the

facility, which Wakefield and Hoffman were willing to buy from the Improvement Company. Phillips supported that approach as the buildings were not on the actual tract held by the Improvement Company, and he recommended to Wakefield and Hoffman that they have a survey done at Mammoth Hot Springs for the occupied site.

Bassett Brothers—Phillips recommended they be given a lease to erect a stable and corral on the west side of the Firehole River at the Lower Geyser Basin as well as another site to be determined by the park superintendent along the west entrance road. The Bassett Brothers furnished the transportation for visitors coming to the park via the Utah and Northern Railroad.

Nelson Catlin—Phillips recommended that he be given the right to erect a corral and stable at Mammoth Hot Springs for his business of transporting people through the park.

C. J. Baronett and J. W. Ponsford—Phillips recommended purchasing the toll bridge for \$1,500 because he believed there should be no toll bridges in the park.

R. P. Vivian—Phillips thought that the Soda Butte Springs area did not receive much visitation, thus no lease should be given for a hotel at this location.

George Jackson—Phillips regarded Jackson’s application for a lease at Soda Butte Springs in the same way as he did Vivian’s.⁷⁵

Phillips additionally recommended denial of F. Hass’s request for an observatory, G. Rea’s request for a natural history museum, Thomas Ludlow’s request for operating a steamboat on Yellowstone Lake, A. Brown’s request for boat privileges, F. Pettigrew’s request for erecting a hotel at Yellowstone Lake, J. Baldwin’s request for erecting a hotel at Yellowstone Lake, and Mary Fouts’s request for opening a boarding house.⁷⁶

Another policy issue that arose before the end of 1885 concerned the sale of liquor in the park. Superintendent Wear sought verification from Secretary Lamar that the prohibition of liquor sales had not

changed since the rule had been issued in May 1881, and he asked whether wines and beer fell within the rule. Wear found that the rule was being abused, particularly at the Upper Geyser Basin and the Firehole where drinking and gambling took place in tents.⁷⁷

At the end of 1885 the park's largest lessee, the

Yellowstone Park Improvement Company, was in financial trouble, and the Phillips's report had alerted Washington to the mismanagement of the park. This would be the last full year of civilian management for 30 years.